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RECORDATION NO. 13987  
MAR 16 1983 -2 25 PM  
INTERSTATE COMMERCE COMMISSION  
A DIVISION OF  
**PACCAR**

13987 A  
RECORDATION NO. 13987  
Filed 1425

MAR 16 1983 -2 25 PM

INTERSTATE COMMERCE COMMISSION  
**Pacific Car and Foundry Company**  
1400 NORTH 4TH STREET, RENTON, WASHINGTON 98055 • (206) 251-7700

MAR 16 1983 -2 25 PM  
RECORDATION NO. 13987  
INTERSTATE COMMERCE COMMISSION  
MAR 16 1983 -2 25 PM  
INTERSTATE COMMERCE COMMISSION

March 15, 1983

Interstate Commerce Commission  
ICC Building  
12th and Constitution Avenues, N. W.  
Room 2303  
Washington DC 20423

Attention: Mrs. Mildred Lee

Dear Mrs. Lee:

In accordance with the provisions of 49 U.S.C. 11303 and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder, there is submitted herewith for filing and recordation a Conditional Sale Agreement and an Agreement and Assignment relating to railroad cars used or intended for use in connection with interstate commerce, as follows:

Two (2) executed counterparts of Conditional Sale Agreement dated as of March 1, 1983 between Pacific Car and Foundry Company, Division of PACCAR Inc, and Anchorage Sand and Gravel Company; Finance Agreement dated as of March 1, 1983 between Anchorage Sand and Gravel Company and PACCAR Financial Corporation; and Agreement and Assignment dated as of March 1, 1983 between PACCAR Financial Corporation and Pacific Car and Foundry Company.

The address of Pacific Car and Foundry Company is 1400 North Fourth Street, Renton, Washington, 98055. The address of Anchorage Sand and Gravel Company is 1813 East First Avenue, Anchorage, Alaska, 99501 and the address of PACCAR Financial Corporation is 777-106th Avenue N. E., Bellevue, Washington, 98009.

The equipment covered by these documents is described in Exhibit "A" attached hereto.

Enclosed is our check #11-40084 in the amount of \$50.00 to cover the ICC recordation fee.

You are hereby requested to return one (1) executed counterpart of the Conditional Sale Agreement, the Finance Agreement and the Agreement and Assignment and this letter with filing data recorded thereon, following recordation, to the undersigned.

Also, we would appreciate your advising me by phone at (206) 251-7597 on the day recordation occurs so that we may release said railroad cars into service.

If you have any questions, please feel free to contact me.

Very truly yours,  
*Monica J. Stover*  
Monica J. Stover  
Contract Administrator

MJS/lj  
Enc.

3-075A.142  
MAR 16 1983  
50.00

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FEE OPERATION BR.

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INTERSTATE COMMERCE COMMISSION

AGREEMENT AND ASSIGNMENT, dated as of March 1, 1983, between Paccar Financial Corp., and Pacific Car and Foundry Co., a division of PACCAR Inc.

WHEREAS, Pacific Car and Foundry Co., a division of PACCAR Inc (hereinafter called the Builder), and Anchorage Sand and Gravel Co., Inc. (hereinafter called the Company), have entered into a Conditional Sale Agreement dated as of the date hereof (hereinafter called the Conditional Sale Agreement), covering the construction, sale and delivery, on the conditions therein set forth, by the Builder, and the purchase by the Company of the railroad equipment described in Schedule B to the Conditional Sale Agreement (said equipment being hereinafter called the Equipment);

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (hereinafter called this Assignment) WITNESSETH: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Paccar Financial Corp. (hereinafter called the Assignee) to the Builder, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained:

SECTION 1. The Builder hereby assigns, transfers and sets over unto the Assignee, its successors and assigns:

(a) all the right, title and interest of the Builder in and to each unit of the Equipment when and as severally delivered to and accepted by the Company, and when and as the amount required to be paid for such unit is paid to the Builder by the Assignee pursuant to Section 4 hereof and/or by the Company pursuant to subparagraph (a) of Article 4 of the Conditional Sale Agreement;

(b) all the right, title and interest of the Builder in and to the Conditional Sale Agreement (except the right to construct and deliver the Equipment and the right to receive the payments specified in subparagraph (a) of Article 4 thereof and the last paragraph of Article 15 thereof and reimbursements for taxes paid or incurred by the Builder as provided in Article 5 thereof), and in and to any and all amounts which may be or become due or owing by the Company to the Builder under the Conditional Sale Agreement in respect of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment and interest thereon, and in and to any other sums becoming due from the Company under the Conditional Sale Agreement, other than those hereinabove excluded; and

(c) except as limited by subparagraph (b) hereof, all the Builder's rights, powers, privileges and remedies under the Conditional Sale Agreement;

without any recourse against the Builder for or on account of the failure of the Company to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement; provided, however, that this Assignment shall not

subject the Assignee to, or transfer, or pass, or in any way affect or modify, the liability of the Builder to construct and deliver the Equipment in accordance with the Conditional Sale Agreement, or relieve the Company from its obligations to the Builder contained or referred to in Articles 2, 3, 4, 5, 13 and 15 of the Conditional Sale Agreement, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment pursuant to Article 15 of the Conditional Sale Agreement, all obligations of the Builder to the Company with respect to the Builder's Equipment shall be and remain enforceable by the Company, its successors and assigns, against and only against such Builder. In furtherance of the foregoing assignment and transfer, the Builder hereby authorizes and empowers the Assignee, in the Assignee's own name or in the name of the Assignee's nominee, or in the name of and as attorney hereby irrevocably constituted for the Builder, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and to ask, demand, sue for and enforce compliance by the Company with the terms and agreements on its part to be performed under the Conditional Sale Agreement, but at the expense and liability and for the sole benefit of the Assignee.

SECTION 2. The Builder agrees that it shall construct its Equipment in full accordance with the Conditional Sale Agreement and will deliver the same upon completion to the Company in accordance with the provisions of the Conditional Sale Agreement; and that, notwithstanding this Assignment, it will perform and fully comply with each of and all the covenants and conditions of the Conditional Sale Agreement set forth to be performed and complied with by the Builder. The Builder further agrees that it will warrant to the Assignee and the Company that at the time of delivery of each unit of the Equipment of the Builder under the Conditional Sale Agreement it had legal title to such unit and good and lawful right to sell such unit and that title to such unit was free of all claims, liens, security interests and other encumbrances (other than those created by the Conditional Sale Agreement and other than the rights of the Assignee under this Agreement); and the Builder further agrees that it will defend the title to each unit of its Equipment against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Builder under the Conditional Sale Agreement; all subject, however, to the provisions of the Conditional Sale Agreement and the rights of the Company thereunder. The Builder will not deliver any of the Equipment to the Company under the Conditional Sale Agreement until the filings and recordations referred to in Article 19 of the Conditional Sale Agreement have been effected.

SECTION 3. The Builder agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the Conditional Sale Agreement for any installment of, or interest on, indebtedness in respect of the Purchase Price of the Equipment or to enforce any provision of the Conditional Sale Agreement, the Builder will indemnify, protect and hold harmless the Assignee from and

against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever of the Company arising out of a breach by the Builder of any obligation with respect to the Equipment of the Builder or the manufacture, construction, delivery or warranty thereof, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Company by the Builder. The Builder's obligation to indemnify, protect and hold harmless the Assignee is conditional upon (a) the Assignee's timely motion or other appropriate action, on the basis of Article 15 of the Conditional Sale Agreement, to strike any defense, setoff, counterclaim or recoupment asserted by the Company in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee's prompt notification to the Builder of the asserted defense, setoff, counterclaim or recoupment and the Assignee's giving the Builder the right, at such Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

Except in cases of articles or materials specified by the Company and not manufactured by the Builder and in cases of designs, systems, processes, formulae or combinations specified by the Company, and not developed or purported to be developed by the Builder, the Builder agrees, except as otherwise specifically provided in the Conditional Sale Agreement, to indemnify, protect and hold harmless the Assignee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignee or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Assignee will give prompt notice to the Builder of any such liability or claim actually known to the Assignee and will give such Builder the right, at the Builder's expense, to compromise, settle or defend against such claim. The Builder agrees that any amounts payable to it by the Company with respect to its Equipment, with the exception of amounts payable to it pursuant to subparagraph (a) of the fourth paragraph of Article 4 of the Conditional Sale Agreement (other than amounts owing under supplemental invoices as therein provided), whether pursuant to the Conditional Sale Agreement or otherwise, not hereby assigned to the Assignee, shall not be secured by any lien, charge or security interest upon the Equipment of the Builder or any unit thereof (other than such as result from reassignment to such Builder in accordance with the last paragraph of Section 4 hereof).

SECTION 4. The Assignee, on the Closing Date fixed as provided in Article 4 of the Conditional Sale Agreement with respect to the Equipment, shall pay to the Builder an amount equal to the

Purchase Price of the Builder's Equipment as shown on the invoice or supplemental invoice for which, under the terms of said Article 4, is payable in installments, provided that there shall have been delivered to the Assignee, as provided in Article 15 of the Conditional Sale Agreement, at least five business days (as defined in said Article 4) prior to the Closing Date, the following documents, in form and substance satisfactory to it:

(a) a bill of sale from the Builder to the Assignee transferring to the Assignee all right, title and interest of the Builder in the Equipment, warranting to the Assignee and to the Company that at the time of delivery of the Equipment under the Conditional Sale Agreement the Builder had legal title to such units and good and lawful right to sell the Equipment and that the Equipment was free of all claims, liens, security interests and other encumbrances (other than those created by the Conditional Sale Agreement and other than the rights of the Assignee under this Assignment), and covenanting to defend the title to such units against the demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Builder under the Conditional Sale Agreement;

(b) a Certificate or Certificates of Acceptance with respect to the Equipment as contemplated by Article 3 of the Conditional Sale Agreement;

(c) an invoice of the Builder for the Equipment and any supplemental invoice accompanied by or having endorsed thereon a certification by the Company as to the correctness of the prices stated therein;

(d) a receipt from the Builder for any payment (other than the payment being made by the Assignee pursuant to the first paragraph of this Section 4 required to be made on the Closing Date to the Builder with respect to the Equipment, unless such payment is made by the Assignee with funds furnished to it for that purpose by the Company;

(e) a certificate from the Builder dated as of the Closing Date, to the effect that to the best of its knowledge and belief, no event of default or event which could constitute a default shall have occurred and is then continuing.

provided, however, that with respect to the Equipment for which a supplemental invoice is submitted by the Builder as permitted by Article 4 of the Conditional Sale Agreement, the only documents which must be delivered to the Assignee are those required by subparagraphs (c), (d) and (e) of this Section 4.

#### SECTION 6. The Builder hereby:

(a) represents and warrants to the Assignee, its successors and assigns, that the Conditional Sale Agreement was duly

authorized by it and lawfully executed and delivered by it for a valid consideration, that, assuming due authorization, execution and delivery by the Company, the Conditional Sale Agreement is, insofar as the Builder is concerned, a valid and existing agreement binding upon it and the Company in accordance with its terms and that it is now in force without amendment thereto;

(b) agrees that it will, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be; and

(c) agrees that, subsequent to the receipt by the Builder of the purchase price for its Equipment and upon request of the Assignee, its successors and assigns, it will execute any and all instruments which may be necessary or proper in order to discharge or record the Conditional Sale Agreement or any other instrument evidencing any interest of the Builder therein or in the Equipment.

SECTION 7. The terms of the Assignment and all rights and obligations hereunder as between parties hereto shall be governed by the laws of the state of Washington; provided, however, that the parties shall be entitled to all the rights conferred as provided in Article 23 of the Conditional Sale Agreement.

SECTION 8. The Assignee will deliver an executed counterpart of this Assignment to the Company, which delivery shall constitute due notice of the assignment hereby made.


IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officers, all as of the date first above written.

(Corporate Seal)

Attest:

 - Assistant Treasurer  
Attesting Officer

Paccar Financial Corp.

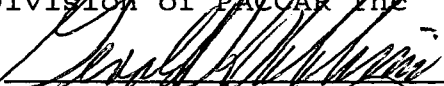
by   
its VICE-PRESIDENT + GENERAL MANAGER

(Corporate Seal)

Attest:

  
Attesting Officer  
 Secretary

Pacific Car and Foundry Co.  
A Division of PACCAR Inc

by   
its Senior Vice President

STATE OF *Washington* )  
COUNTY OF *King* ) SS.

On this *15th* day of *March*, 19*83*, before me personally appeared *M. A. Jembrell*, to me personally known, who being by me duly sworn, says that he is the *Vice President & General Manager* of Paccar Financial Corp., that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

*Barbara Kerstetter*  
Notary Public in and for the state  
of *Washington* residing at *Kirkland*

My commission expires *7-24-85*

STATE OF *Washington* )  
COUNTY OF *King* ) SS.

On this *15th* day of *March*, 19*83*, before me personally appeared *Gerald R. Robbins*, to me personally known, who being by me duly sworn, says that he is the *Senior Vice President* of Pacific Car and Foundry Company, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

*Barbara Kerstetter*  
Notary Public in and for the state  
of *Washington* residing at *Kirkland*

My commission expires *7-24-85*

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

ANCHORAGE SAND AND GRAVEL CO., INC. hereby acknowledges due notice of and consents to the assignment made by the foregoing Agreement and Assignment as of March 1, 1983.

ANCHORAGE SAND AND GRAVEL CO., INC.,

by *Robert Dalby*  
its *Vice President*